

Checklist of Required Items for Electricity Broker Applications – Applications may be rejected if documents are not available at the time of submission.

- ☒ Registration of Trade, Business & Fictitious Name Certificate for each Delaware County where business is expected to be conducted Exhibit A
- ☒ Names under which Applicant or its Affiliated Interests, or any current or previous officer, director, or manager has done business in Delaware Exhibit B
- ☒ Certification Documents from the state of formation or incorporation Exhibit C
- ☒ Delaware Certificate of Good Standing Exhibit C
- ☒ Delaware Business License Exhibit C
- ☒ Leadership Information Exhibit E
- ☒ Graphical Depiction of Corporate Structure Exhibit E
- ☒ Criminal Activities Statement Exhibit n/a
- ☒ Certified Financial Statements (dated within one year of filing), 10-K and Annual Report to Shareholders (if required) Exhibit F
- *If filed under confidential seal a redacted version and attestation must be uploaded separately in DelaFile**
- Publicly traded applicants – recent annual report and SEC Form 10-K Exhibit _____
- ☒ Bankruptcy disclosure Exhibit n/a
- ☒ Security Bond (if required by the Commission) Exhibit n/a
- ☒ Verification of Application Exhibit I
- ☒ Marketing Plans and Materials Exhibit J
- ☒ States presently selling electricity supply/broker services and pending applications (if additional space is required) Exhibit H
- ☒ States in which authority to supply services has been received but not currently providing services Exhibit n/a
- ☒ State or Federal Jurisdictions where Applicant or affiliate interest has been found in violation of state's laws, rules or regulations Exhibit n/a
- ☒ Any settlement, adjudication, or court order in reference to any action taken by a state Attorney General, the Federal Trade Commission, the U.S. Department of Justice concerning the Applicants participation in listed markets Exhibit n/a

Additional Items for Suppliers:

- ☐ List of states in which Applicant has been denied approval and/or had authority revoked (detailed explanation) Exhibit _____
- ☐ Pending Proceedings Exhibit _____
- ☐ Security Bond (if required) Exhibit _____
- ☐ Other materials submitted in support of the Application Exhibit _____



Filing Instructions for Retail Electric Brokers

I. Where to File: Applications should be filed in the Commission's electronic filing system, DelaFile, which can be accessed at <https://delafile.delaware.gov/>

II. What to File: Applicant must use the attached form to submit the Application. (Please remove this instruction sheet prior to filing). To submit an application please provide the **\$750 non-refundable application fee**, all exhibits, affidavits, and other attachments. All exhibits should be clearly identified. For example, Exhibit A should be marked "Exhibit A – Delaware Certificate of Good Standing." Each exhibit should be attached as a separate document to the filing in DelaFile.

III. Confidentiality: All information disclosed in this application is considered public information unless specifically labeled confidential. The Applicant has the responsibility to disclose to the Commission Secretary what is privileged or confidential information not otherwise available to the public. The Applicant should **attach in DelaFile one copy of all confidential information, documents should be stamped "CONFIDENTIAL" at the top in clear and conspicuous letters, the security level in DelaFile for this document should be designated "confidential"; a separate redacted version of all confidential documents should be attached to the filing in DelaFile, and the security level in DelaFile should be designated "public"**. For more information, see 26 *Del. Admin Code. C. §1001* – Rules of Practice and Procedure of the Delaware Public Service Commission.

IV. Material Changes: Applicants shall inform Staff of any material changes in any information submitted in the application that occur from the time the application is submitted to the time the Commission considers the application. Failure to provide such notice within ten (10) Business Days after the change may be grounds for rejection of this application.

Questions regarding this application: Please contact or Clishona Marshall (302)736-7539 or email at Clishona.Marshall@state.de.us.

Incomplete applications or those not including the necessary fees, supporting documentation or information may be rejected and processing delayed. The Applicant should then refile the application with the required information and filing fee.

If the application when submitted and reviewed is found to be deficient the applicant will be given the opportunity to provide the additional information; however, an incomplete or abandoned application will be closed four (4) months after the filing date, unless such time frame is extended by the Commission.

REFER TO 26 *Del. Admin. C.* § 3001 FOR SPECIFIC INFORMATION REQUIRED. UNLESS OTHERWISE NOTED, CAPITALIZED TERMS SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN 26 *Del. Admin. C.* § 3001. COMMISSION STAFF MAY REQUEST ADDITIONAL INFORMATION IN ORDER TO COMPLETE THE PROCESSING OF THE APPLICATION.



Company Name Dynamis Energy, LLC dba United Energy Services

Company Website www.unitedenergyservices.com

1. Legal name of Applicant and the name under which the Applicant proposes to do business in Delaware.

Dynamis Energy, LLC d/b/a United Energy Service
Name

☐ Applicants with a d/b/a must submit a copy of the Registration of Trade, Business & Fictitious Name Certificate for each of the three Delaware counties.

Provided in **Exhibit** A

☐ Provide a list of names under which the Applicant, its Affiliated Interests, or any current or previous officer, director, or manager has previously done business in Delaware.

Provided in **Exhibit** B

1. Tax identification number:

45-4071996

Federal Tax ID Number

2. Certifications:

Certifications issued by the state of formation or incorporation that the Applicant is in good standing and qualified to do business in that state.

☐ Provide a Certificate of Good Standing issued by the Secretary of State of the state of formation or incorporation (if different from the State of Delaware) dated within the past 12 months certifying that the Applicant is in good standing and qualified to do business in Delaware. Provided in **Exhibit** C

☐ Provide a copy of the Applicants Business License certifying that the Applicant is registered and/or qualified to do business in the state of formation or incorporation (if different from the State of Delaware). Provided in **Exhibit** D

3. Authority to do Business:

Each Applicant will provide a copy of the following documentation:

☐ Provide a Certificate of Good Standing issued by the Delaware Secretary of State dated within the past 12 months certifying that the Applicant is in good standing and qualified to do business in Delaware. Provided in **Exhibit** C

- ☐ Provide a copy of the Applicants Delaware Business License certifying that the Applicant is registered and/or qualified to do business in Delaware. Provided in Exhibit C

4. Delaware Registered Agent:

Each Applicant shall provide a designation in writing of the name and address of a person resident within the State of Delaware upon which service of any notice, order or process may be made. This information must be updated if changed.

Incorp Services, Inc.

Name

919 North Market St, Suite 950 Wilmington, DE 19801

Address

800-246-2677

Phone

5. Leadership:

Provide the names, titles, addresses, and telephone numbers of the Applicants' principal officers, directors, partners, or other similar officials. Provided in Exhibit E

6. Corporate Structure:

Each Applicant shall provide a description of the Applicant's corporate structure, including all parent, affiliated, and subsidiary companies. Additionally, please provide a graphical depiction of such structure. Provided in Exhibit E

Applicant is owned by Robert Scott and Justin Bishop, each holding 50% ownership in the company. The company has no parent, affiliated or subsidiary companies.

- 7. Name, title, and telephone number of a Regulatory Contact Person:** This person will ordinarily be the initial point of contact for resolving complaints filed with the Commission. The Commission will also send any correspondence to this person. This information is required to be updated if there is a change.

Michelle Castro

Name of Regulatory Contact

Treasurer & Operations Manager

Title

(832) 573-6293

Telephone Number

michelle@unitedenergyservices.com

Email Address

- 8. Name, title, and telephone number of Complaint Contact Person:** If contact is different from the Regulatory Contact.

12. Criminal activities statement:

- ☐ A statement detailing any criminal activities, except for misdemeanors or lesser violations, of which the Applicant, any of its Affiliated Interests, officers, and directors (and prior officers and directors who left the Applicant's employ less than three (3) months before the filing of the application) have been convicted. Any criminal disclosure shall include a copy of any order of conviction and restitution. Provided in **Exhibit** _____
- ☐ Neither the Applicant nor its affiliated interests, officers or directors have been charged or convicted of any criminal activities.

13. Certified Financial Statements and other indicia of financial capability: Applicants submitting European-style financial statements shall include a statement of similarity.

- ☐ Provide copies of certified financial statements (balance sheet, income statement, statement of cash flows current within twelve (12) months of the filing). Provided in **Exhibit** F (If publicly traded the Applicant must submit the certified financial statements AND its most recent annual report to the shareholders and SEC Form 10-K, or a link to the report on the SEC website. If not publicly traded, the Applicant must submit the accounting statements, including balance sheet and income statement, audited financial statements, bank account statements, tax returns or other indicia of financial capability, or if applicable, the certified financial statements of a publicly traded parent.)
- ☒ Other indicia of financial capability submitted in support of the application (should be current within twelve (12) months of the filing). Provided in **Exhibit** F

14. Bankruptcy disclosure:

- ☐ See **Exhibit** _____ for detailed statement of all bankruptcy proceedings filed by the Applicant in the past 24 months
- ☐ Neither the Applicant nor its affiliated interests has filed bankruptcy in the past 24 months

15. Compliance with Regional Requirements:

- ☐ Applicant agrees to only work with an entity that complies with PJM's requirements and is a Certified Electric Supplier in Delaware.

Provide a brief a list of Electric Suppliers through which the Applicant intends to arrange for the sale of electricity (**any change to this list must be updated with the Commission within five (5) Business Days of the change**):

Direct Energy, Engie, Entrust Energy, Constellation Energy

16. Description of the nature of the business being conducted: Description of service, types of customers and geographic area to be served.

Description of service:

Types of Customers: *Check all that apply*

- ☐ Residential ☐ Large Commercial
☐ Industrial ☐ Small Commercial

Geographic Area: *Applicant should check one or both*

- ☐ Delmarva Power & Light Service Territory
☐ Delaware Electric Cooperative Services Territory

17. Relevant retail experience of each principal officer responsible for Delaware

operations. In order to fulfill the requirements of the Supplier Rules an Applicant must present substantial evidence of technical and managerial competency the Applicant must submit, in an attachment, detailed professional resumes including dates, jobs/ job titles and duties for each principal officer responsible for operations in Delaware.

☒ Provided in Exhibit G

18. List of states presently selling electric supply/broker services and a list of state with pending applications: Please provide a list of the states in which the Applicant, or any of its affiliates, is now or has been engaged in the retail sale of electricity, status of the application (approved or pending), type of license, license number (if approved) or commission docket number (if pending):

State: _____	Status: _____	Type of License: _____	License No: _____	Date Issued: _____
State: _____	Status: _____	Type of License: _____	License No: _____	Date Issued: _____
State: _____	Status: _____	Type of License: _____	License No: _____	Date Issued: _____
State: _____	Status: _____	Type of License: _____	License No: _____	Date Issued: _____
State: _____	Status: _____	Type of License: _____	License No: _____	Date Issued: _____
State: _____	Status: _____	Type of License: _____	License No: _____	Date Issued: _____

*If more space is required please attach a separate sheet of paper with the above information. **Provided in Exhibit** H

Applicant shall provide a copy of any order or decision from the state's public utility commission for each state listed above. **Provided in Exhibit H

19. List of states in which Applicant has received authority to sell/broker services but is not currently providing services.

Delaware Public Service Commission
Electric Broker Certificate

State: N/A Status: _____ Type of License: _____ License No: _____ Date Issued: _____
 State: _____ Status: _____ Type of License: _____ License No: _____ Date Issued: _____
 State: _____ Status: _____ Type of License: _____ License No: _____ Date Issued: _____
 State: _____ Status: _____ Type of License: _____ License No: _____ Date Issued: _____

*Applicant shall provide a copy of any order or decision from the state's public utility commission for each state listed above. **Provided in Exhibit** _____

20. Other Proceedings - List of states or federal jurisdictions in which Applicant or its Affiliated Interests has been denied approval and/or had authority revoked.

State: N/A Date certified: _____
 State: _____ Date certified: _____

*If the applicant has been denied approval or had its authority revoked by a state Commission please provide a detailed explanation for each state. **Provided in Exhibit** _____

☐ Applicant has never been denied or revoked

21. List of States or Federal jurisdictions in which the Applicant or any of its Affiliated Interests has been found to be in violation of a state's laws, rules or regulations.
Provided in Exhibit _____ Applicant has never been found in violation of state's laws, rules or regulations.

22. Please provide a copy of any settlement, adjudication, or court order with respect to an action filed by a state Attorney General, the Federal Trade Commission, or U.S. Department of Justice concerning the Applicant's participation in retail and federal electricity, natural gas, or telecommunications markets.
Provided in Exhibit _____ Action has never been filed against Applicant

23. Pending Proceedings for revocation/suspensions: Applicant shall provide a list of proceedings in which a revocation or suspension of authority to sell or broker electricity is pending or has been adjudicated, and the name case number, venue, final orders and settlement agreements for each case identified.
Action has never been filed for revocation/suspension

State: _____ Case Number: _____ Venue: _____ Final Order No: _____ Date Issued: _____
 State: _____ Case Number: _____ Venue: _____ Final Order No: _____ Date Issued: _____
 State: _____ Case Number: _____ Venue: _____ Final Order No: _____ Date Issued: _____

☐ Additional information provided in **Exhibit** _____

24. Security: The Commission may determine that an Applicant requesting to be a Broker is required to post security in the amount of \$10,000 in order to ensure that the Applicant has sufficient financial ability to operate as a Broker in the State. This will be determined on a case-by-case basis.

25. Any other information:

- ☐ Other material submitted in support of the Application. Provided in **Exhibit** _____
- ☒ No other supporting material is provided

26. Verification of Application: The Application must be accompanied by a signed, notarized verification of a principal officer of the Applicant stating that all information in the application is true and correct as filed to the best of the principal's or officer's belief. Where the Applicant is a corporation or an association, the verification shall be signed by an officer thereof and notarized. (See Attachment A for an example)

- ☒ Verification is provided in **Exhibit** I

27. Waiver of certification requirements: Only applicable to Applicants requesting a waiver.

- ☐ Applicant requests a waiver of the requirements in Section(s) _____. Please provide a detailed explanation in support of the request for a waiver below: *If additional space is required please attach additional sheets of paper to the Application as necessary.* Provided in **Exhibit** _____

- ☐ No waiver requested

28. Marketing Plans and Materials: If the Applicant intends to serve Residential and Small Commercial, the Applicant shall provide the marketing plan and all marketing materials (please see Reg. 49, Supplier Rule - **Sections 2.2.13 – 2.2.14** for a complete list of materials to be submitted).

Please provide a description of the marketing plan(s) and/or methods Applicant plans to use in Delaware, the description should identify whether Door-to-Door, Telemarketing, direct mail, or other marketing channels will be used and, where applicable, the identification of third party vendors that the Applicant will utilize. Additionally, please include the manner in which the Applicant will ensure oversight, training, and compliance with the Supplier Regulations.

[See attached](#)

- ☒ Additional information provided in **Exhibit** J

Exhibit A

DBA Certificate Copies

REGISTRATION OF TRADE, BUSINESS & FICTITIOUS NAME CERTIFICATE

County: New Castle ☒ Kent ☐ Sussex ☐

TRADE NAME: UNITED ENERGY SERVICES

Business Address: 8763 SW 27th Lane, Suite 101, Gainesville, FL 32608

Phone Number: (772) 260-8877

Person, Firm or Association (Parent Company, if applicable):
DYNAMIS ENERGY, LLC

Names and addresses of ALL owners, members, or partners comprising the business:

Last Name	First Name	Address
Bishop	Justin	8763 SW 27th Lane, Suite 101, Gainesville, FL 32608
Scott	Robert	8763 SW 27th Lane, Suite 101, Gainesville, FL 32608
DYNAMIS ENERGY, LLC		8763 SW 27th Lane, Suite 101, Gainesville, FL 32608

Date of Formation: 10/11/2018

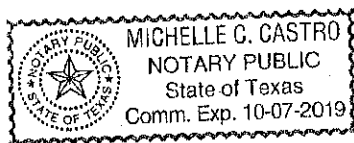
Nature of Business: Other Scientific and Technical Consulting Services

State of Texas

County Montgomery

BEFORE ME, the Subscriber, a Notary Public of the State of TEXAS, personally appeared _____, a principal in the business described in the Certificate, who, having first been sworn by me according to law, depose and say as follows:

1. He/She is a principal in the business described in the certificate.
2. That the foregoing information provided in the certificate is true, correct, and complete.



Affiant

Title: Owner

SWORN AND SUBSCRIBED this 24th day of October, 2018.

Notary Public

Print Form

FILED
NOT PROTHONOTARY
2018 OCT 29 P 1:50

CERTIFIED COPY
ATTEST: SUSAN A. HEARN
PROTHONOTARY
BY Susan A. Hearn

REGISTRATION OF TRADE, BUSINESS & FICTITIOUS NAME
CERTIFICATECounty: New Castle ☐ Kent ☐ Sussex ☒

TRADE NAME: UNITED ENERGY SERVICES

Business Address: 8763 SW 27th Lane, Suite 101, Gainesville, FL 32608

Phone Number: (772) 260-8877

Person, Firm or Association (Parent Company, if applicable):

DYNAMIS ENERGY, LLC

Names and addresses of ALL owners, members, or partners comprising the business:

Last Name	First Name	Address
Bishop	Justin	8763 SW 27th Lane, Suite 101, Gainesville, FL 32608
Scott	Robert	8763 SW 27th Lane, Suite 101, Gainesville, FL 32608
DYNAMIS ENERGY, LLC		
8763 SW 27th Lane, Suite 101, Gainesville, FL 32608		

Date of Formation: 10/11/2018

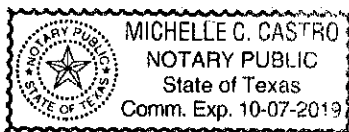
Nature of Business: Other Scientific and Technical Consulting Services

State of: Texas

County: Montgomery

BEFORE ME, the Subscriber, a Notary Public of the State of TEXAS, personally appeared a principal in the business described in the Certificate, who, having first been sworn by me according to law did depose and say as follows:

1. He/She is a principal in the business described in the certificate.
2. That the foregoing information provided in the certificate is true, correct, and complete.



✓ Affiant: Justin Bishop
Title: Owner

SWORN AND SUBSCRIBED this 24th day of October, 2018.

Notary Public

#598175

6 Del.C. Ch. 31

REGISTRATION OF TRADE, BUSINESS & FICTITIOUS NAME CERTIFICATE

County: New Castle ☐ Kent ☒ Sussex ☐

TRADE NAME: UNITED ENERGY SERVICES

Business Address: 8763 SW 27th Lane, Suite 101, Gainesville, FL 32608

Phone Number: (772) 260-8877

Person, Firm or Association (Parent Company, if applicable):
DYNAMIS ENERGY, LLC

Names and addresses of ALL owners, members, or partners comprising the business

Last Name	First Name	Address
Bishop	Justin	8763 SW 27th Lane, Suite 101, Gainesville, FL 32608
Scott	Robert	8763 SW 27th Lane, Suite 101, Gainesville, FL 32608
DYNAMIS ENERGY, LLC		8763 SW 27th Lane, Suite 101, Gainesville, FL 32608

Date of Formation: 10/11/2018

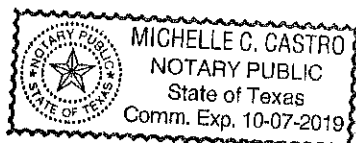
Nature of Business: Other Scientific and Technical Consulting Services

State of Texas

County Montgomery

BEFORE ME, the Subscriber, a Notary Public of the State of TEXAS, personally appeared a principal in the business described in the Certificate, who, having first been sworn by me according to law did depose and say as follows:

1. He/She is a principal in the business described in the certificate.
2. That the foregoing information provided in the certificate is true, correct, and complete.



✓ Justin Bishop
Affiant
Title: Owner

SWORN AND SUBSCRIBED this 24th day of October, 2018

[Signature]
Notary Public

Print Form

Revised 11/09

Exhibit B

Applicant, Affiliated Interests, current or previous officers, directors, or managers have not previously done business in Delaware.

Exhibit C

Certificate of Good Standing TX -state of formation
Certificate of Good Standing DE
DE business license



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Dynamis Energy, LLC (file number 801520512), a Domestic Limited Liability Company (LLC), was filed in this office on December 14, 2011.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 23, 2019.



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DYNAMIS ENERGY, LLC" IS DULY REGISTERED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF FEBRUARY, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DYNAMIS ENERGY, LLC" WAS REGISTERED ON THE ELEVENTH DAY OF OCTOBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

7096135 8300

SR# 20190887721

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202237231

Date: 02-11-19

State of Delaware
Division of Revenue
Temporary License

License Number:	2019601978
Business Name:	Dynamis Energy, LLC
Business Address:	8763 SW 27TH LANE SUITE 101 SUITE 101, FL 32608 USA

Revenue Code:	Subtype:	Temp License Expiration:	Tax Period:	Business Code:
0101	01	60 Days from Receipt Date	2019	007-PROFESSIONAL AND/OR PERSONAL SERVICES
Receipt Date:	Document Location Number:		Amount:	Officer:
3/4/2019	199206345		\$56.25	(INTERNET ONE STOP LICENSE)

Exhibit D

Proof qualified to do business in State of Formation

**ARTICLES OF ORGANIZATION
OF LIMITED LIABILITY COMPANY**

The Undersigned Hereby Adopts the Following Articles

ARTICLE 1

Name

The name of the Limited Liability Company is:

Dynamis Energy LLC dba United Energy Services, hereafter "UES"

ARTICLE 2

Principal and Mailing Address

2.01 The complete street address of the initial designated principal office is:

2828 Routh Street
Suite 628
Houston, TX 75210

2.02 The complete mailing address is:

2828 Routh Street
Suite 625
Houston, TX 75201

2.03 State and Date of Organization: Texas / 12.14.2011

ARTICLE 3

Registered Agent

3.01 The name of the initial registered agent is:

InCorp Services, Inc.

3.02 The street address of the registered agent is:

ARTICLE 4

ADMINISTRATION AND AUTHORIZATION OF LLC

Either Member, shall, from time to time, be authorized to execute documents to further the purpose of the LLC including, but not by way of limitation, (i) Applications and affidavits necessary to expand further in the competitive energy market (ii) Execute contracts or bilateral agreements as necessary to further the purpose of the Company (iii) Engage in activity for the mutual benefit of the Members, Officers, Directors and the Company as a whole.

ARTICLE 5

Duration

The duration of the Limited Liability Company shall be Perpetual.

ARTICLE 6

Management

Michael Scott, Chief Executive Officer

Justin Bishop, Chief Operating Officer

ARTICLE 7

MEMBERS AND OWNERSHIP

ARTICLE 8

INITIAL CAPITALIZATION

The LLC shall, from time to time, solicit outside financing and shall contribute personally to the Company in an amount to be determined. Such determination shall be mutually agreed upon and be hereto referred as SCHEDULE A.

ARTICLE 9

Purpose

The purpose for which the company is organized is to conduct any and all lawful business for which Limited Liability Companies can be organized pursuant to state statute, including but not limited to: electricity, natural gas and commodities brokering and consulting.

ARTICLE 10

Liability

Pursuant to Texas statute governing liability of Limited Liability Companies, any and all debts, obligations or other liability of UES are solely the responsibility of the Company. Any Member, Manager, Officer, Shareholder or Employee; parent company, subsidiary or affiliate are hereby not personally liable for such debts or liability solely by reason of their title or affiliation.

ARTICLE 11

Organizer

I/We Justin Bishop ^ and Jeff V. Aulenti Scott do hereby execute this Agreement on this the < W day of tkU mber, 20u.

By: 

By: 

COMPANY AGREEMENT

OF

DYNAMIS ENERGY, LLC

A Texas Limited Liability Company

December 14, 2011

**COMPANY AGREEMENT
OF
Dynamis Energy, LLC
A Texas Limited Liability Company**

This COMPANY AGREEMENT (the "Agreement") OF DYNAMIS ENERGY, LLC, a Texas limited liability company (the "Company"), dated effective as of November __, 2011, is adopted by the undersigned as the initial Manager and Member of the Company.

**ARTICLE I
Definitions**

Section 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

"*Agreement*" has the meaning given that term in the introductory paragraph to this document.

"*Business Day*" means any day other than a Saturday, Sunday, or a holiday on which national banking associations in the State of Texas are closed.

"*Capital Contribution*" means any contribution by a Member to the capital of the Company.

"*Certificate*" has the meaning given that term in Section 2.1.

"*Code*" means the Texas Business Organizations Code and any successor statute, as amended from time to time.

"*Company*" means Dynamis Energy, LLC, a Texas limited liability company.

"*Majority Interest*" means Members holding among them at least a majority of all Sharing Ratios; provided, however, that, if a provision of this Agreement provides that a Majority Interest, for purposes of such provision, is to be calculated or determined without reference to one or more excluded Members, then, solely for purposes of such provision, "*Majority Interest*" shall mean Members, other than the excluded Members, holding among them at least a majority of all Sharing Ratios, other than Sharing Ratios held by such excluded Members.

"*Manager*" means the Persons named in the Certificate as managers of the Company and any Persons hereafter elected as manager of the Company as provided in this Agreement, but does not include any Person who has ceased to be a manager of the Company.

"*Member*" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member in the Company.

“Membership Interest” or “Interest” means the interest of a Member in the Company and his or her rights with respect to the same, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve acts or transactions.

“Officers” means the officers appointed pursuant to Article VII.

“Person” has the meaning given that term in Section 1.002(35)(A) of the Code.

“Proceeding” has the meaning given that term in Section 9.1.

“Sharing Ratio” initially means 100% with respect to Daniel Cook, with such ratio adjusted from time to time to reflect the admission of any additional Members.

“Tax Code” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

Other terms defined herein have the meanings so given them.

Section 1.2 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. Except to the extent the context specifically indicates otherwise, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits refer to Exhibits attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II **Organization**

Section 2.1 Formation. The Company has been organized as a Texas limited liability company by the filing of Certificate of Formation (the *“Certificate”*) under and pursuant to the Code and the issuance of a certificate of formation for the Company by the Secretary of State of Texas, effective as of the date hereof.

Section 2.2 Name. The name of the Company is *Dynamis Energy, LLC*”, and all Company business must be conducted in that name or such other names that comply with applicable law as the Managers may select from time to time.

Section 2.3 Registered Office; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company required by the Code to be maintained in the State of Texas shall be the office of the registered agent of the Company. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate or such other Person or Persons as the Managers may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the Managers may designate from time to time, which need not be in the State of Texas, and the Company shall maintain records there as required by the Code. The Company may have such other offices as the Managers may designate from time to time.

Section 2.4 Purposes. The purposes of the Company are those set forth in the Certificate.

Section 2.5 Term. The existence of the Company commenced on the date the Secretary of State of Texas issued a certificate of formation for the Company and shall continue in existence for the period fixed in the Certificate for the duration of the Company, or such earlier time as this Agreement may specify.

Section 2.6 Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than Texas, the Managers, if required by the laws of such jurisdiction, shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Managers, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

ARTICLE III

Membership

Section 3.1 Members. Daniel Cook shall be the initial Member of the Company.

Section 3.2 Additional Members. Additional Membership Interests may be created and issued by the Company to Members only with the consent of the Managers and a Majority Interest. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers, and duties, provided, however, that a class of Interests having priority over Membership Interests which are then issued and outstanding may be created only with the consent of all of the holders of such issued and outstanding Membership Interests. The creation of any new class or group shall be reflected in an amendment to this Agreement indicating the different rights, powers, and duties.

Section 3.3 Liability to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the Company, including debts, obligations, or liabilities which are imposed under a judgment decree or order of a court.

Section 3.4 Withdrawal. A Member does not have the right or power to withdraw from the Company as a Member.

Section 3.5 Compensation for Members. No Member shall receive any compensation from the Company in such Member's capacity as a Member. However, any Member may be employed in the business of the Company at the discretion of the Managers and, in connection therewith, may receive reasonable compensation for services rendered.

ARTICLE IV

Capital Contributions

Section 4.1 Initial Contribution. Daniel Cook has contributed \$10.00 and other good and valuable consideration to the capital of the Company in exchange for his Membership Interest.

Section 4.2 Return of Contributions. A Member is not entitled to the return of any part of its Capital Contribution or to be paid interest in respect of either its capital account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

Section 4.3 Advances by Members. If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Managers may advance all or part of the needed funds to or on behalf of the Company under such terms and conditions as shall be agreed to by the Managers and the advancing Member.

ARTICLE V

Allocations and Distributions

Section 5.1 Allocations. All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members in accordance with their relative Sharing Ratios.

Section 5.2 Distributions. The Company shall distribute to the Members, from time to time, such cash and/or property as the Managers shall determine with the amount of any such distribution allocated among the Members in proportion to their relative Sharing Ratios.

ARTICLE VI

Managers

Section 6.1 Number of Managers; Management by Managers. The Company shall initially have one (1) Manager. The number of Managers may be changed from time to time by resolution of the Managers. Except for situations in which approval of the Members is required by this Agreement or by nonwaivable provisions of applicable law, the powers of the Company shall be exercised under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managers. The Managers, as Managers, shall have with respect to the Company the powers and duties of the Board of Directors of a corporation formed under the Code to include, but not limited to, the general executive charge, management and control of the affairs, properties and operations of the Company, with all such duties, powers and authority with respect to such affairs, properties and operations as may be reasonably incident to such responsibilities. Resolutions may be adopted by the vote of a majority of the Members present at a meeting of the Managers duly called and held. No Manager, in such capacity, shall take any action with respect to the management of the Company without the consent or authorization of the Managers pursuant to the immediately preceding sentence.

Section 6.2 Mergers, Exchanges and Sale of Substantially all of the Assets. The Company may be a party to: (a) a merger, or (b) an exchange or acquisition of the type described in the Code, if in either case approved by a Majority Interest. The Managers shall not, without the prior written consent of a Majority Interest, cause the Company to sell, transfer, or otherwise dispose of all or substantially all of its assets.

Section 6.3 Qualification and Election. The Managers shall be elected by a Majority Interest at the annual meeting of the Members or at a special meeting of the Members called for that purpose. Each Manager elected shall hold office until a successor shall be elected and shall qualify, or until his death, resignation, or removal in the manner hereinafter provided.

Section 6.4 Vacancy. Any vacancy occurring among the Managers shall be filled by a vote of a Majority Interest. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is elected, or his earlier death, resignation or removal.

Section 6.5 Change of Number. The number of Managers may be increased or decreased from time to time by amendment to this Agreement with the consent of a Majority Interest, but no decrease shall have the effect of shortening the term of any incumbent Manager. Any vacancy to be filled by reason of an increase in the number of Managers shall be filled by election at an annual or special meeting of Members.

Section 6.6 Annual Meetings. The annual meeting of the Managers shall be held immediately following the annual meeting of Members, and at the same place at which the annual meeting of Members is held.

Section 6.7 Special Meetings. Special meetings of the Managers may be called by the Managers or any Member. The Person calling the meeting may fix any place for holding the meeting. Notice of each special meeting of the Managers shall be given to each Manager at least three days before the date of the meeting, in writing. Except as may be otherwise provided by law, the Certificate, or this Agreement, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice or waiver of notice of such meeting.

Section 6.8 Written Consent. Any action required or permitted to be taken at a meeting of the Managers may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by at least the minimum number of Managers necessary to take action at a meeting at which all Managers were present and voted.

ARTICLE VII

Officers

Section 7.1 Appointment. The Managers may but shall not be required to designate individuals to serve as officers of the Company as the Managers shall determine from time to time, including but not limited to a President and one or more Vice Presidents. No officer need be a

resident of the state of Texas, a Member or a Manager. Any officers so designated shall have such authority to perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular officers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a corporation formed under the Code, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Managers pursuant to the third sentence of this Section 7.1. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers.

Section 7.2 Resignation. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Managers whenever in their judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the Person so removed. Designation of an officer shall not be deemed of itself to create contract rights on the part of any person. Any vacancy occurring in any office of the Company (other than Managers) may be filled by the Managers.

ARTICLE VIII

Meetings of Members

Section 8.1 Meetings.

(a) A quorum shall be present at a meeting of Members if the holders of a Majority Interest are represented at the meeting in person or by proxy. Except as specifically provided herein, with respect to any matter considered at such a meeting the affirmative vote of a Majority Interest shall be the act of the Members.

(b) All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or without the State of Texas as shall be specified or fixed in the notices or waivers of notice thereof; provided that any or all Members may participate in any such meeting by means of conference telephone or similar communications equipment pursuant to Section 8.5.

(c) Notwithstanding the other provisions of the Certificate or this Agreement, the chairman of the meeting appointed pursuant to Section 8.4 or the holders of a Majority Interest shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the remainder of the adjourned meeting. If such meeting is adjourned, such time and place shall be determined by a vote of the holders of a Majority Interest. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

(d) An annual meeting of the Members shall be held at such place, within or without the state of Texas, on such date and at such time as a Majority Interest shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the date of formation of the Company or the last annual meeting of Members (whichever most recently occurred.)

(e) Special meetings of the Members for any proper purpose or purposes may be called at any time by the owners of Membership Interests holding at least twenty percent (20%) of the Sharing Ratios of all Members. If not otherwise stated in or fixed in accordance with the remaining provisions hereof, the record date for determining Members entitled to call a special meeting is the date any Member first signs the notice of that meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) required by this Agreement may be conducted at a special meeting of the Members.

(f) Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Member calling the meeting, to each Member entitled to vote at such meeting. If mailed, any such notice shall be deemed to be delivered when deposited in the mail, addressed to the Member at his address provided for in Section 12.2, with postage thereon prepaid.

Section 8.2 Voting List. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the Sharing Ratios held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership records shall be prima facie evidence as to who are the Members entitled to examine such list or transfer records or to vote at any meeting of Members. Failure to comply with the requirements of this Section shall not affect the validity of any action taken at the meeting.

Section 8.3 Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A telegram, telex, cablegram or similar transmission by the Member, or a

photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Members, before or at the time of the meeting or execution of the written consent, as the case may be. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

Section 8.4 Conduct of Meetings. All meetings of the Members shall be presided over by the chairman of the meeting, who shall be a Member (or representative thereof) designated by a Majority Interest. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

Section 8.5 Action by Written Consent or Telephone Conference.

(a) Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action so taken, shall be signed by the holder or holders of not less than the minimum Sharing Ratios that would be necessary to take such action at a meeting at which the holders of all Membership Interests entitled to vote on the action were present and voted. Every written consent shall bear the date of signature of each Member who signs the consent. No written consent shall be effective to take the action that is the subject to the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Company in the manner required by this Section, a consent or consents signed by the holder or holders of not less than the minimum Sharing Ratios that would be necessary to take the action that is the subject of the consent are delivered to the Company by delivery to its registered office or its principal place of business. Delivery shall be by hand or certified or registered mail, return receipt requested. A telegram, telex, cablegram or similar transmission by a Member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member shall be regarded as signed by the Member for purposes of this Section. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

(b) The record date for determining Members entitled to consent to an action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office or its principal place of business. Delivery shall be by hand or by certified or registered mail, return receipt requested.

(c) Members may participate in and hold a meeting by means of conference, telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the

meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE IX

Indemnification

Section 9.1 Right to Indemnification. Subject to the limitations and conditions as provided in this Article IX, each Manager who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a “*Proceeding*”), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she is acting on behalf of the Company or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, shall be indemnified by the Company to the fullest extent permitted by the Code, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Manager in connection with such Proceeding, and indemnification under this Article IX shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article IX shall be deemed contract rights, and no amendment, modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal. **It is expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence of the Manager or under theories of strict liability.**

Section 9.2 Advance Payment. The right to indemnification conferred in this Article IX shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by the Manager of the type entitled to be indemnified under Section 9.1 who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Manager's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such Manager in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such Manager of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such Manager, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Manager is not entitled to be indemnified under this Article IX or otherwise.

Section 9.3 Indemnification of Officers, Employees and Agents. The Company, by adoption of a resolution of a majority of Managers, may indemnify and advance expenses to any other manager, officer, employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Managers under this Article IX;

and, the Company may indemnify and advance expenses to Persons who are not or were not Managers, officers, employees or agents of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent of similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Managers under this Article IX.

Section 9.4 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article IX shall not be exclusive of any other right which a Manager or other Person indemnified pursuant to this Article IX may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, agreement or vote of Manager or disinterested Members or otherwise.

Section 9.5 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was entitled to indemnification pursuant to this Article IX.

Section 9.6 Member Notification. To the extent required by law, any indemnification of or advance of expenses to a Person in accordance with this Article IX shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 9.7 Savings Clause. If this Article IX or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Person indemnified pursuant to this Article IX as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X

Books, Records, Reports, and Bank Accounts

Section 10.1 Maintenance of Books. The Company shall keep books and records of account and shall keep minutes of the proceedings of its Managers and Members.

Section 10.2 Reports. On or before the 120th day following the end of each fiscal year during the term of the Company, the Managers of the Company shall cause the Company to provide such financial information regarding the Company as the Majority Interest shall reasonably request.

ARTICLE XI
Event Requiring A Winding Up, Liquidation, and Termination

Section 11.1 Event Requiring A Winding Up. The Company shall wind up its affairs on the first to occur of the following (an “*Event Requiring A Winding Up*”):

- (a) the written consent of a Majority Interest;
- (b) the date the Company has no Members; or
- (c) the entry of a decree of an Event Requiring A Winding Up of the Company under Section 11.301 of the Code.

Section 11.2 Liquidation and Termination. Upon the occurrence of an Event Requiring A Winding Up of the Company, a Majority Interest shall elect one or more Members as liquidator. The liquidator shall proceed to diligently wind up the affairs of the Company and make final distributions as provided herein and in the Code. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties. The steps to be accomplished by the liquidator are as follows:

- (a) as promptly as possible after an Event Requiring A Winding Up and again after final liquidation, the liquidator shall cause a proper accounting to be made of the Company's assets, liabilities, and operations through the last day of the calendar month in which the winding up occurs or the final liquidation is completed, as applicable;
- (b) the liquidator shall cause the notice described in the Code to be mailed to each known creditor of and claimant against the Company in the manner described in the Code;
- (c) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in Section 4.3) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and
- (d) all remaining assets of the Company shall be distributed to the Members as follows:
 - i) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;
 - ii) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income,

gain, loss, and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

iii) The assets and properties of the Company shall be distributed among the Members in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the taxable year of the Company during which the liquidation of the Company occurs other than those made by reason of this clause (iii); and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, ninety (90) days after the date of the liquidation).

Section 11.3 Certificate of Termination. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the liquidator (or such other Person or Persons as the Code may require or permit) shall file a Certificate of Termination with the Secretary of State of Texas, and take such other actions as may be necessary to terminate the legal existence of the Company.

ARTICLE XII

General Provisions

Section 12.1 Offset. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

Section 12.2 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address or telefax number for that Member set forth in the records of the Company, or such other address or telefax number as that Member may specify by notice to the other Members. Any notice, request, or consent to the Company must be sent to or made at the address or telefax number for that Member as set forth in the records of the Company or such other address for as the Company may specify by notice to the Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 12.3 Entire Agreement. This Agreement constitute the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

Section 12.4 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

Section 12.5 Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument adopted by the Managers and executed and agreed to by a Majority Interest; provided, however, that:

- (a) an amendment or modification reducing a Member's Sharing Ratio (other than to reflect changes otherwise provided by this Agreement, including pursuant to Section 3.2) is effective only with that Member's consent,
- (b) an amendment or modification reducing the required percentage of the Members to approve an action is effective only with the consent or vote of the percentage of the Members theretofore required to approve a measure, and
- (c) amendments to accept additional Members may be adopted as provided in Section 3.2.

Section 12.6 Binding Effect. Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding on and inures to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

Section 12.7 Governing Law; Severability. THIS COMPANY AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, U.S.A., EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS COMPANY AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and (a) any provision of the Certificate, or (b) any mandatory provision of the Code, the applicable provision of the Certificate or the Code shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances it not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Section 12.8 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

Section 12.9 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain an action for the winding up of the Company or for partition of the property of the Company.

Section 12.10 Indemnification. To the fullest extent permitted by law, each Member shall indemnify the Company, and each other Member and hold them harmless from and against all losses, costs, liabilities, damages, and expenses (including, without limitation, costs of suit and attorney's fees) they may incur on account of any breach by that Member of this Agreement.

Section 12.11 Notice to Members of Provisions of this Agreement. By executing this Agreement, each member acknowledges that it has actual notice of (a) all of the provisions of this Agreement and (b) all of the provisions of the Certificate. Each Member hereby agrees that this Agreement constitute adequate notice of all such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

Section 12.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

Section 12.13 Cross-references. References in this Agreement to Certificate, Sections, Exhibits, or Schedules shall be deemed to be references to Certificate, Sections, Exhibits, and Schedules of this Agreement unless the context specifically and expressly requires otherwise.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO IMMEDIATELY FOLLOW**

IN WITNESS WHEREOF, the initial Member has executed this Agreement as of the date first set forth above.

MEMBER AND MANAGER:

By: 
Daniel Cook, Sole Member/Manager

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Office of the Secretary of State

CERTIFICATE OF FILING OF

Dynamis Energy, LLC
801520512

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 02/19/2019

Effective: 02/19/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

FILED
In the Office of the
Secretary of State of Texas
FEB 19 2019
Corporations Section

Entity Information

The name of the filing entity is:

Dynamis Energy LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 801520512

The date of formation of the entity is: 12/14/2011

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name

M.I.

Last Name

Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)

City

TX

State Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☒ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Article 7

Members Robert Michael Scott and Justin Bishop are the only members and owners

Remove members W. Daniel Cook, Robert Case, and Robert Brown

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.


Effectiveness of Filing (Select either A, B, or C.)


- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

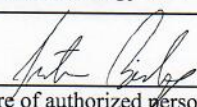
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

 01/11/2019

 **Dynamis Energy, LLC**



Signature of authorized person

Justin Bishop

Printed or typed name of authorized person (see instructions)

Exhibit E

Leadership and corporate structure

Dynamis Energy, LLC dba United Energy Services

Leadership

CEO

Robert Michael Scott
8763 SW 27th Lane, Suite 101
Gainesville, FL 32608
(214) 417-0655

COO

Justin Bishop
8763 SW 27th Lane, Suite 101
Gainesville, FL 32608
(772) 260-8877

Vice President

Jason Nowling
8763 SW 27th Lane, Suite 101
Gainesville, FL 32608
(352) 219-5432

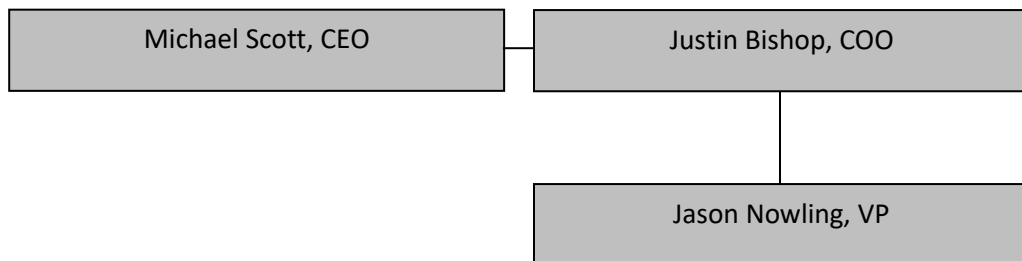


Exhibit F

Financial Statements and other indicia of financial capability

CONFIDENTIAL

Exhibit G

Relevant experience of principal officers

Robert Michael Scott II

124 Robsart Road

Kenilworth, IL 60043

214-417-0655

msscotti@unitedenergyservices.net

EXPERIENCE

October 2011-Current:

Dynamis Energy LLC, Houston, TX

President

- Establish new relationships for sales groups
- Manage Retail Energy Supplier relationships
- Manage total personal book of business equal to 75,000 megawatt hour's annual usage
- Provide training for agents in the IL, TX, OH and NY markets
- Assist in the assessment of the long term goals for Dynamis Energy

Dec 09-September 2011:

Great Lakes Energy, Dallas, TX

COO

- Managed 150 electricity sales agents in IL, NJ, MA, & PA
- Responsible for creating customer cost savings initiatives
- Manage relationships with various Retail Electricity Providers
- Establish goals for sales channels and provide training on the various utilities
- Supervised the acquisition of 14,000 electricity customers in IL, NJ & PA

September 2010-September 2011:

Gulf States Energy, Dallas, TX

Senior Sales Consultant

- Responsible for developing personal book of business and maintaining an annual sales quota
- Responsible for training of new consultants
- Recognized as a Texas Electricity Professionals Association approved consultant

EDUCATION

Bachelor of Arts, International Politics & Communication, May 2005

University of Kansas, Lawrence, Kansas

Justin R. Bishop

7860 SW 82nd Drive
Gainesville, FL 32608
772-260-8877

jbishop@unitedenergyservices.net

EXPERIENCE

Dec 11-Current:

Dynamis Energy, LLC, Dallas, TX

Executive VP/COO

- Oversee mass marketing projects for natural gas and electricity providers
- Manage Channel Partner relationships
- Responsible for setting direction of the company with the CEO

Feb 09-Dec /1:

Infinite Energy, Inc., Gainesville, FL

Inside Sales Manager

- Oversees Inside Sales Department that consists of over 70 employees
- Led Inside Sales Department to a record year of annual margin that totaled 3.8 million dollars in 2009 and 4.5 million in 2011
- Managed total book of business worth \$5million annually

Dec 07-Feb 09:

Infinite Energy, Inc., Gainesville, FL

Inside Sales Supervisor

- Responsible for directly supervising, coaching, motivating and leading approximately 10 Inside Sales Representatives
- Team brought in over \$900,000 in new gross margin in 12 months
- Chosen as Texas electric Subject Matter Expert and responsible for all aspects of the sales department's needs for entering a new deregulated market

Jan 04-Dec 07:

United Energy Services, Inc., Stuart, FL

Partner

- Responsible for development of national energy buying company, which aids clients in reducing their energy costs
- Analyze deregulated markets to determine which are most competitive and lucrative while providing the client with the most savings
- Provide fundamental and technical analysis and forecasts for clients on daily, weekly and annual basis

February 00-January 04:

Infinite Consulting, LLC, Gainesville, FL

Director, Business Development

- Oversaw all commercial services
- New account acquisition, setup, administration, and program revisions as necessary to meet shifts in market dynamics

EDUCATION

Bachelor of Arts, Business Administration, December 2000

University of Florida, Gainesville, Florida

Outside Specialization: Mass Communications

Passed Series 3, National Commodity Futures Exam, September 2002

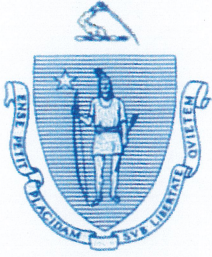
Integrity Selling, September 2001, 2008

Exhibit H

Current state licenses

State	Status	Type of License
IL	Approved	Certificate of Service
OH	Approved	Power Broker
DC	Approved	Electricity Suppoer
MD	Pending Requalification	License to Supply Electricity
MA	Approved	Electricity Broker License
MA	Approved	Gas Retail Agent License
PA	Approved	License for Electric Generation Supplier

License #	Issue Date	commission docket number if pending
12-0386	7/31/2012	
16-1037E (2)	1/16/2018	
17596	9/2/2014	
IR-3187	1/23/2014	
EB - 432	12/18/2018	
RA-199	12/18/2018	
A-2013-2354759	8/15/2013	



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MATTHEW A. BEATON
SECRETARY OF ENERGY
AND ENVIRONMENTAL AFFAIRS

ONE SOUTH STATION
BOSTON, MA 02110
(617) 305-3500

ANGELA M. O'CONNOR
CHAIRMAN

ROBERT E. HAYDEN
COMMISSIONER

CECILE M. FRASER
COMMISSIONER

December 19, 2017

Michelle Castro
Dynamis Energy, LLC
74 North Dragonwood Place
The Woodlands, Texas 77381

RE: Electricity Broker License Application

Dear Ms. Castro,

The Department of Public Utilities ("Department") has reviewed the application of Dynamis Energy, LLC d/b/a United Energy Solutions ("Dynamis Energy" or "Company") for an Electricity Broker license in the Commonwealth of Massachusetts, and is pleased to inform you that the Department has approved the application. Dynamis Energy's license number is **EB-432**.

Consistent with the information provided in Dynamis Energy's application, the activities the Company is licensed to provide are limited to electricity broker services to commercial and industrial customers. If, at a later date, the Company seeks to provide electricity broker services to residential customers, it must first seek and obtain Department approval when renewing its license.

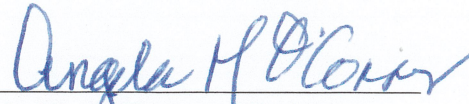
As a condition of maintaining this license, Dynamis Energy must comply with all relevant requirements of G.L. c. 164 and the regulations promulgated thereunder, including 220 CMR 11.00, 12.00 et seq. In addition, within 30 days of any material change in the information required by 220 CMR 11.05(2), the Company must file updated information with

Michelle Castro
Dynamis Energy, LLC

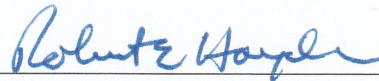
Page 2

the Department. If Dynamis Energy requests a renewal of its license next year, please submit the renewal application no later than **December 1, 2018**.

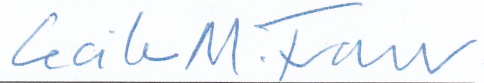
By Order of the Department,



Angela M. O'Connor, Chairman

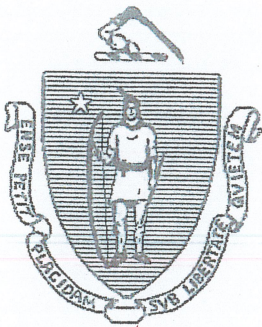


Robert E. Hayden, Commissioner



Cecile M. Fraser, Commissioner





The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

ONE SOUTH STATION, 5TH FLOOR

BOSTON, MA 02110

617-305-3500

Gas Retail Agent License Application for New Applicants Pursuant to 220 C.M.R. § 14.00 et seq.

REQUIRES ANNUAL FEE and ANNUAL RENEWAL

Please submit an original, two copies, and an electronic copy on CD-ROM formatted for Microsoft Word to the address above along with a \$100.00 annual fee.

I. GENERAL BUSINESS INFORMATION

1. Legal Name of Applicant: Dynamis Energy LLC

Doing business as (D/B/A): United Energy Services

2. Business Address:

8763 SW 27th Lane, Suite 101, Gainesville, FL 32608

3. If a corporation, association, or partnership:

(a) Organized under the laws of which state: Texas

(b) Date of organization: December 14, 2011

(c) Attach a copy of the articles of incorporation, association, partnership agreement or other document regarding legal organization. **PLEASE SEE EXHIBIT 1**

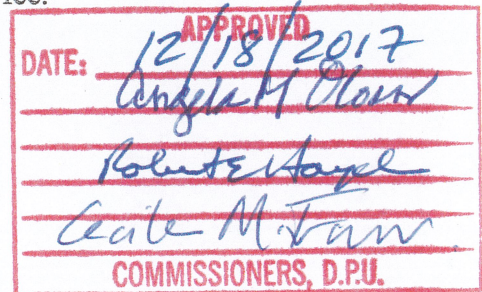
(d) Please, attach a copy of the by-laws. **PLEASE SEE EXHIBIT 1**

4. Name, Title, and Business Address of all Officers and Directors, Partners, or other similar Officials:

Michael Scott, CEO, 8763 SW 27th Lane, Suite 101, Gainesville, FL 32608

Justin Bishop, COO, 8763 SW 27th Lane, Suite 101, Gainesville, FL 32608

Jason Nowling, VP, 8763 SW 27th Lane, Suite 101, Gainesville, FL 32608





**Public Utilities
Commission**

Asim Z. Haque, Chairman

Commissioners
M. Beth Trombold
Thomas W. Johnson
Lawrence K. Friedeman
Daniel R. Conway

PUBLIC UTILITIES COMMISSION OF OHIO

Certified as a Competitive Retail Electric Service Provider

RENEWAL

Certificate Number:

16-1037E (2)

Issued Pursuant to Case Number(s):

15-2089-EL-AGG

A certificate as a Competitive Retail Electric Service Provider is hereby granted to **Dynamis Energy LLC dba United Energy Services** whose office or principal place of business is located at **8763 SW 27th Lane, Suite 101, Gainesville, FL 32608** to provide **power broker** services within the State of Ohio effective **January 16, 2018**.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: **January 16, 2018**

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO



Barcy F. McNeal, Secretary

Tanowa M. Troupe, Acting Secretary

Susan Patterson, Acting Secretary

Beverly Hoskinson, Acting Secretary

Certificate Expires: January 16, 2020

PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-2013-2354/59

The Application of Dynamis Energy, LLC d/b/a United Energy Services for approval to begin to offer, render, furnish or supply electric generation supplier services as a broker/marker to residential, small commercial (25 kw and under demand), large commercial (over 25 kw demand), industrial, and governmental customers in all of the electric distribution company service territories throughout the entire Commonwealth of Pennsylvania.

EFFECTIVE DATE: August 15, 2013

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues, evidencing the Commission's approval, to the applicant this:

LICENSE FOR ELECTRIC GENERATION SUPPLIER.

In Witness Whereof, the PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 15th day of August 2013.



Secretary



**PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA
1333 H STREET N.W., 2ND FLOOR, WEST TOWER
WASHINGTON, D.C. 20005**

ORDER

September 2, 2014

**FORMAL CASE NO. EA 2014-15, IN THE MATTER OF THE APPLICATION
OF DYNAMIS ENERGY, LLC D/B/A UNITED ENERGY SERVICES FOR AN
ELECTRICITY LICENSE, Order No. 17596**

I. INTRODUCTION

1. By this Order, the Public Service Commission of the District of Columbia (“Commission”) grants a license to Dynamis Energy, LLC d/b/a United Energy Services (“Dynamis Energy” or “Applicant”) to function as an electricity supplier in the District of Columbia.¹ The license for Dynamis Energy, LLC d/b/a United Energy Services is effective upon issuance of this Order.

II. BACKGROUND

2. On July 11, 2014, Dynamis filed its license application.² Specifically, Dynamis intends to operate as a broker of electricity for residential, commercial and industrial customers in the District of Columbia, pursuant to Section 34-1505 of the “Retail Electric Competition and Consumer Protection Act of 1999 (“Act”).”³ Pursuant to the Commission’s licensing requirements as set forth in Order No. 11796,⁴ Dynamis has provided the following information:

- a) Proof of technical and managerial competence;
- b) An affidavit of compliance with applicable Federal and District of Columbia environmental laws and regulations dated June 11, 2014;

¹ D.C. Official Code § 34-1501(17) (2001) defines, in part, an electricity supplier as “a person, including an aggregator, broker, or marketer, who generates electricity; sells electricity; or purchases, brokers, arranges or markets electricity for sale to customers.”

² *Formal Case No. EA 2014-15, In the Matter of the Application of Dynamis Energy, LLC d/b/a United Energy Services for an Electricity License (“Formal Case No. EA 2014-15”),* Application of Dynamis Energy, LLC filed July 11, 2014.

³ D.C. Official Code § 34-1505; *see generally* §§ 34-1501-1520.

⁴ *Formal Case No. 945, In the Matter of the Investigation into Electric Service Market Competition and Regulatory Practices*, Order No. 11796 at Attachment C, rel. September 20, 2000.

- c) Proof of financial integrity to include financial statements;
- d) Proof that Dynamis has registered with the Department of Consumer and Regulatory Affairs to do business in the District of Columbia;
- e) An affidavit dated June 11, 2014, stating that Dynamis is subject to all applicable taxes;
- f) An affidavit dated June 11, 2014, stating that Dynamis will comply with all the requirements of all orders and regulations of the Commission; and
- g) Applicant's website address: <http://www.unitedenergyservices.com>.

Dynamis filed supplemental financial information on August 5, 2014.⁵

III. DISCUSSION

3. Our review of the information contained in Dynamis' application, demonstrates that it has met all the prescribed licensing requirements and that the Applicant has the ability and the financial integrity to serve electricity customers in the District of Columbia. The Commission also finds that granting Dynamis' application will serve the public interest. Accordingly Dynamis' application is approved.

THEREFORE, IT IS ORDERED THAT:

4. The application of Dynamis Energy, LLC d/b/a United Energy Services for a license to conduct business in the District of Columbia as an electricity supplier is hereby **GRANTED**. The license for Dynamis Energy, LLC d/b/a United Energy Services is effective upon issuance of this Order.

A TRUE COPY:

BY DIRECTION OF THE COMMISSION:



CHIEF CLERK:

**BRINDA WESTBROOK-SEDGWICK
COMMISSION SECRETARY**

⁵ *Formal Case No. EA 2014-15*, Dynamis filed supplemental financial information on August 5, 2014.

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Dynamis Energy, LLC	:	
d/b/a United Energy Services	:	
	:	
Application for Licensure of	:	12-0386
Agents, Brokers and Consultants	:	
under Section 16-115C of the	:	
Public Utilities Act.	:	

ORDER

By the Commission:

I. INTRODUCTION

On June 8, 2012, Dynamis Energy, LLC d/b/a United Energy Services ("Applicant") filed a verified application with the Illinois Commerce Commission ("Commission") requesting a certificate of service authority to operate as an agent, broker, or consultant ("ABC") in Illinois pursuant to Section 16-115C of the Public Utilities Act ("Act"), 220 ILCS 5/1-101 et seq., and 83 Ill. Adm. Code 454, "Licensure of Retail Electric Agents, Brokers and Consultants" ("Part 454"). Applicant requests authority to offer services as an ABC for the procurement or sale of retail electricity supply for third parties in the State of Illinois. The Administrative Law Judge requested additional information and clarification of certain matters contained in the application. Applicant filed a verified response on June 29, 2012.

II. REQUIREMENTS FOR ALL APPLICANTS UNDER SECTION 16-115C OF THE ACT

Applicant is a business organized under the laws of Texas and licensed to transact business in Illinois. Applicant has certified that it will comply with all applicable regulations; that it will comply with informational and reporting requirements established by Commission rule; that it will comply with informational and reporting requirements pursuant to Section 16-115C of the Act; and that it will comply with all other applicable laws, regulations, terms, and conditions required to the extent they have application to the services being offered by an ABC. Applicant has agreed to ensure that any person who acts on its behalf will comply with all applicable sections of Part 454. Applicant agrees that it will remain in compliance with the provisions of the Act and Part 454, and will ensure that authorizations received from customers, and all other applicable records are retained for a period of not less than three calendar years after the calendar year in which they were created. Applicant has agreed to adopt and follow rules and procedures to preserve the confidentiality of its customers' data. Applicant states that it is currently operating as an electricity broker in Texas. In addition to Illinois, Applicant

also indicates that it seeking authority to offer similar services in New Jersey and Pennsylvania. Applicant reports that it has not received any complaints filed against it for its provision of any services in the electric or gas industry.

III. FINANCIAL, TECHNICAL, AND MANAGERIAL REQUIREMENTS OF SECTION 16-115C

Applicant is required by Section 454.60 to demonstrate that it meets the managerial qualifications necessary to provide services as an ABC. Applicant must further provide an organizational chart that indicates the position of persons which satisfy the managerial qualification. Applicant has demonstrated that it meets the managerial qualifications set forth in Section 454.60 through Attachment B. Attachment B contains a corporate organizational chart and identifies the occupational background information of the persons being used to meet the requirements of Section 454.60(a).

Applicant is required by Section 454.70 to demonstrate that it meets the technical qualifications necessary to provide services as an ABC. Applicant has demonstrated that it meets the technical qualifications set forth in Section 454.70 with the information provided in Attachment B. Attachment B contains occupational background information on the persons being used to meet the requirements of Section 454.70(a).

Pursuant to the requirements of Section 454.80 of Part 454, Applicant provided a surety bond in the amount of \$5,000 issued by a qualifying surety authorized to transact business in Illinois. Applicant further agrees to comply with the Code of Conduct for ABCs contained in Section 454.90.

IV. COMMISSION CONCLUSION AND CERTIFICATE OF SERVICE AUTHORITY

The Commission has reviewed the application and attachments along with the supplementary information provided by Applicant regarding the technical, managerial, and financial requirements and all other requirements of the Act and Part 454 and finds that the Applicant sufficiently demonstrates compliance with the requirements. The Commission concludes, therefore, that Applicant's request for a certificate of service authority to operate as an ABC in Illinois should be granted and should include the following authority:

CERTIFICATE OF SERVICE AUTHORITY

IT IS CERTIFIED that Dynamis Energy, LLC d/b/a United Energy Services is granted service authority to operate as an agent, broker, or consultant for the procurement or sale of retail electricity supply for third parties in the State of Illinois.

V. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having reviewed the entire record, is of the opinion and finds that:

- (1) Applicant, a business organized under the laws of Texas, seeks a certificate of service authority to operate as an ABC under Section 16-115C of the Act;
- (2) the Commission has jurisdiction over the party hereto and the subject matter hereof;
- (3) the recitals of fact and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
- (4) Applicant has demonstrated that it possesses sufficient financial, managerial, and technical resources and abilities to provide services as an ABC for the procurement or sale of retail electricity supply to third parties in the State of Illinois;
- (5) Applicant has complied with Section 16-115C of the Act and Part 454; and
- (6) Applicant should be granted a certificate of service authority to operate as an ABC as specified in this Order.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Dynamis Energy, LLC d/b/a United Energy Services is hereby granted a Certificate of Service Authority authorizing it to operate as an agent, broker, or consultant; said Certificate of Service Authority shall read as that set forth in Section IV of this Order.

IT IS FURTHER ORDERED that Dynamis Energy, LLC d/b/a United Energy Services shall comply with all applicable Commission rules and orders now and as hereafter amended.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By order of the Commission this 31st day of July, 2012.

(SIGNED) DOUGLAS P. SCOTT

Chairman

W. KEVIN HUGHES
CHAIRMAN

HAROLD D. WILLIAMS
LAWRENCE BRENNER
KELLY SPEAKES-BACKMAN
ANNE E. HOSKINS

STATE OF MARYLAND



PUBLIC SERVICE COMMISSION

#11, 1/23/14 AM; ML#s 149502, 151589 and 151716
License Reference No.: IR-3187

January 23, 2014

Sean P. Morrisey
NEMLC, LLC
1049 Shore Road, Suite A
Linwood, NJ 08221

Dear Morrisey:

On September 9, 2013, Dynamis Energy, LLC d/b/a United Energy Services ("Company") filed an Application for a License to Supply Electricity or Electric Generation Services in Maryland under COMAR 20.51. The Company proposes to provide electricity supplier services in Maryland for residential, commercial and industrial customers as described in the application. Additional information was filed on January 7, 2014 and January 13, 2014.

After considering this matter at the January 23, 2014 Administrative Meeting, the Commission granted the Company a license to supply electricity or electric generation services in Maryland in accordance with its Application (License Reference Number IR-3187). The license granted by the Commission under this Letter Order is limited solely to electricity supplier broker services to residential, commercial and industrial customers. Additionally, the Company is directed to provide marketing and training materials specific to its Maryland operations upon development for Commission and Office of People's Counsel review.

Finally, the Company is reminded that it is under a continuing obligation to notify the Commission within 30 days of any changes to the information upon which the Commission relied in granting this license. A copy of the supplemental or updated information is required to be filed concurrently with the Office of People's Counsel.

By Direction of the Commission,

/s/ David J. Collins

David J. Collins
Executive Secretary

DJC/st

cc: Phil VanderHeyden, Electricity Division
Obi Linton, Director, External Relations

Exhibit I

Verification of Application

Attachment A
VERIFICATION

STATE OF TEXAS)
) SS
COUNTY OF MONTGOMERY)

; 29th day of JANUARY, 2019, personally came before me, the
subscriber, a Notary Public in and for the state and county aforesaid, Justin Bishop
as the COO of Dynamis Energy, LLC dba United Energy Services, known to me personally to be
such or having presented to me satisfactory evidence of identity, and acknowledged this
document to be **his** act and deed and the act and deed of such LLC, that the signature of such
individual is in **his** own proper handwriting, and that the facts set forth in this
application are true and correct to the best of **his** knowledge, information, and belief.

[Signature]
of individual
Printed Name: Justin Bishop

SIGNED AND SWORN (OR AFFIRMED) before me on this 29th day of January,
2019, by JUSTIN BISHOP (name of individual who signed above).

[Signature]
Signature of Notarial Officer

Notary Public
Title (e.g., Notary Public)

SEAL



My Commission Expires:

October 7, 2019

Attachment B


Attestation of Submission of Confidential, Proprietary, and Privileged Material
Per 26 Del. Admin. C. § 1001-1.11

I, Justin Bishop, COO of United Energy Services, LLC dba United Energy Services], do hereby attest, under penalty of perjury, that ~~Tax Returns, bank statements, income statement~~ is 1) not a "public record" as defined by 29 10002(l) because it is Financial Information and 2) is not subject to inspection by either the public or by other parties unless an appropriate proprietary agreement is executed.

As such, I request that the Delaware Public Service Commission accord confidential treatment to tax returns bank statements, income statements in accordance with 26 Del. Admin. C. § 1001-1.11.

In compliance with 26 Del. Admin. C. § 1001-1.11.3, I have submitted, attached to this Attestation, for filing a copy of the document described above without the confidential information, with an indication that the claimed confidential information has been deleted.

Executed [DATE] 1/18/19

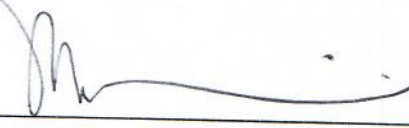


[NAME] Justin Bishop

[STATE] TEXAS

[COUNTY] MONTGOMERY

JANUARY 18, 2019, JUSTIN BISHOP
Sworn to and subscribed before me on [DATE] by [NAME]



[NOTARY NAME]

My commission expires: 10/07/2019

[NOTARY SEAL]



Exhibit J

Marketing Plans and Materials

Dynamis Energy Marketing Plan for Delaware

Dynamis Energy, LLC dba United Energy Services (UES) is a leading energy marketing firm interested in helping customers make informed decisions on energy suppliers in Delaware.

We intend to market to Commercial customers through Door-To-Door and Telemarketing.

UES values its employees and employs the best in hiring practices to recruit talented and/or experienced professionals to achieve our goals and objectives in an ethical manner.

UES has established a framework of effective communication to deliver the company's business practices and receive feedback regarding adherence to all applicable laws and regulations as outlined by the Delaware Public Service Commission.

UES has implemented monitoring and auditing functions to address problems in an efficient and timely manner which also outlines our enforcement and discipline components to ensure all employees take their responsibilities seriously.

UES is committed to keeping our employees educated and updated on the electric and natural gas industries and how to utilize information in conducting their job activities in compliance with state and federal law.

All sales employees are badged and branded and get a paper contract signed along with a completed and verified TPV call.

UES D2D LiveOp Call Flow
E: 5854333236
S: 5854333778

IVR

1. Thank you for calling UES
2. Please hold for the next available agent.

Agent-LiveOp

Hello this is [LiveOp Name].

1. Please state your agent ID number. *{Rep ID management}*
2. Please state the business name. *{Collect and confirm }*
3. Please state the customer's name and title. *{Collect and confirm }*
4. Please state the phone number of the business. *{Collect and confirm }*

--Repeating Section if Multiple Accounts Enrolled--

5. Is the first/next account gas or electric?
6. Please state the customer's [commodity] account number. *{Collect and confirm }*
7. **If 1st account** Please state the zip code of the service address for this account number.
If Found And the city and state are [City, State]?
If Not Found And the city and state are?
Please state the remainder of the service address including any unit or apartment number.

If 2nd account or higher Is the service address for this account the same as the previous account?
If Yes *Continue*
If No Please state the zip code of the service address for this account number.
If Found And the city and state are [City, State]?
If Not Found And the city and state are?
Please state the remainder of the service address including any unit or apartment number.
8. **If 1st account** Agent, please state the month and year of the customer's start date for [COMMODITY]. *(Month and Year) Collect and confirm.*

If 2nd or higher Agent, is the start date the same as the previous account? *If no, collect and confirm.*

9. Does the customer have any additional accounts to enroll today?

If Yes repeat account questions

If No Continue

--End repeating section--

10. If Electric OR Both

- a) Please state the total number electric meters the customer is enrolling. *Collect and confirm.*
- c) Please state the electric price, including units, that the customer is enrolling today? *Collect and confirm. {Units can be drop down: dollars per kwh}*
- d) Please state the customer's term in months for electric. *Collect and confirm.*
- e) Please state the electricity supplier that the customer is enrolling with today. *Collect and confirm.*

~~11.~~ If Gas OR Both

- a) Please state how many gas meters the customer is enrolling. *Collect and confirm.*
- b) What is the gas price, including units, that the customer is enrolling? *Collect and confirm. {Units can be drop down: dollars per therm, cents per ccf, dollars per mcf}*
- c) Please state the customer's term in months for gas. *Collect and confirm.*
- d) Agent, please state the gas supplier that the customer is enrolling with today. *Collect and confirm.*

Thank you, I am now ready to continue the verification with the customer. The confirmation number is [Confirmation Number]. Please bring them on the line now. [Continue to the next page]

LiveOp – Customer

Hello, this is [LiveOp Name] calling from TrustedTPV to verify the [Supplier] contract that was signed on [Today's Date] through United Energy Services, your energy brokerage firm. For quality assurance, this call is being recorded. We'll need to confirm a few details to enroll your account.

Hola , este es [Nombre del LiveOp] llamando desde TrustedTPV para verificar el contrato con [Suplidor] que fue firmado en [Fecha de Hoy] a traves de United Energy Services, su firma de corretaje de energia. Para el aseguramiento de la calidad, esta llamada está siendo ~~registrada~~ grabada. Necesitaremos confirmar algunos detalles para registrar su cuenta.

1. I have your name and title as [Customer Name][Title], is that correct?
Tengo su nombre y su titulo de negocio como [Name][Title]. Es esto correcto?
If Name and Title Do Not Match Rep Information *Correct and confirm information.*
2. I have the name of the business you are enrolling as [Company Name], is that correct?
Tengo el nombre del negocio que usted esta inscribiendo como [Company name], Es esto correcto?
If Business Name Does Not Match Rep Info *Correct and confirm information.*
3. And you are over 18 years old and authorized to enroll this/these account(s), is that correct?
Y usted tiene más de 18 años de edad y está autorizado a inscribir esta (s) cuenta (s), ¿es correcto?

If No *Error message and end call*

--Repeating section, if multiple accounts, for the number of accounts enrolled--

4. I have your [If 2nd – nth next] [commodity] account number as [account number], is that correct?
Tengo su [Si es 2nd – nth proximo] numero de cuenta de [comodidad] como [numero de cuenta], correcto?
If No *Correct and confirm information*

I have your Service Address for this account as [Service Address], is that correct?
Tengo su direccion de servicio para esta cuenta como [Service Address], Es esto correcto?
If No *Correct and confirm information*

--End repeating section, if multiple accounts--

OK Great.
OK Muy bien.

--Section will repeat if Electric and Gas are enrolled--

5. You have selected [Supplier] to begin serving your [commodity] account(s) on [Start Date (Month, Year)] **If multiple start dates** [list each unique date] for [# of Meters] meters at a fixed rate of [Rate][Units] for [Term] months. Is this correct?

Usted ha seleccionado [Suplidor] para comenzar a darle servicio a sus cuentas de [comodidad] en [Fecha de comienzo (Mes, Año)] por [# de metros] metros al precio de [Tarifa][Unidades], que sera una tarifa fija por[Termino] meses. Es esto correcto?

If No Error message and end call

--End repeat--

6. The fixed rate is not considered a guaranteed savings plan. You are aware that [Supplier] is not responsible for any early termination fees you may be assessed from your current supplier and if you cancel this agreement before the end date, you could be subject to actual penalties incurred, correct?

La tasa fija no se considera un plan de ahorro garantizado. Usted es informado/a de que [Supplier] no es responsable por ninguna tarifa de terminación anticipada que pueda ser evaluada de su proveedor actual y si usted cancela este acuerdo antes de la fecha de finalización, podría estar sujeto a los recargos reales incurridos, ¿correcto?

If No Error message and end call

This completes your verification. Your confirmation number is [Confirmation Number]. Thank you again for choosing United Energy Services. If you have any questions please call (800) 256-8159. Goodbye.
Esto completa su verificación. Su número de confirmación es [Número de confirmación].
Gracias de nuevo por elegir United Energy Services. Si tiene alguna pregunta por favor llame al (800) 256-8159. Adiós.

Error message I'm sorry, but I cannot complete the verification at this time. Please pass the phone to the sales representative. *(pause to allow sales representative to come on the line)*

Lo siento, pero no puedo completar la verificación en este momento. Por favor pasa el telefono al representante.

If Customer Answered No Representative, the call is being ended at this time because the customer did not provide a required response. Thank you and goodbye. *(end call)*

Representante, la llamada esta terminando en este momento porque el cliente no proveyo una respuesta requerida. Gracias y adios.

If Customer Didn't Understand Representative, the call is being ended at this time because the customer did not understand the offer or question. Thank you and goodbye. *(end call)*

Representante, la llamada esta terminando en este momento porque el cliente no comprendio la oferta o la pregunta. Gracias y adios.



Picture Here

Authorized Representative For:
United Energy Services

For Verification Please Call:
1-800-256-8159

Rep Name
Rep # 000000

Agent is not a representative of the Utility



Thank you for choosing United Energy Services for your company's energy needs.

UES is a comprehensive energy services company that specializes in assisting businesses manage their energy needs. The relationships we have with the country's top energy providers give our customers access to the best the market has to offer. Our nationwide network of energy professionals have the training and experience to deliver an energy plan that meets each customer's needs.

UES offers services that focus on controlling costs and providing more efficiency. Some of these include:

- Energy Procurement
- Energy Audits
- Lighting Retrofit Programs

It's that all-inclusive approach which makes us unique in today's marketplace. UES is the partner to have in today's energy industry.

If you should have any questions about your contracts or wish to look at other options in the future please call us at 855-560-6474 or visit our website at www.unitedenergyservices.com.

Sincerely,

Name: _____

Badge # _____